Date: 10-19-90
Manual # WCS 4

Agmt.No.: 2-125

AUTHORIZED SERVICER AGREEMENT

THIS AGREEMENT is entered into between NINTENDO OF AMERICA INC. ("Nintendo") at 4820 - 150th Avenue N.E., Redmond, WA 98052 and AV ELECTRONICS ("Authorized Servicer"), Located at 12347 FLORIDA BLVD BATON ROUGE LA. 70815. The parties agree as follows:

1.0 **Appointment:** Nintendo appoints Authorized Servicer to act as an authorized repair center for Nintendo Products for the locations listed on Schedule A, pursuant to the terms and conditions stated in the Manuals (as defined herein).

2.0 **Nature of Relationship:** Authorized Servicer and its employees are independent contractors and are not employees, agents, partners or joint venturers of Nintendo.

3.0 **Manual:** Authorized Servicer acknowledges receipt of a copy of the Authorized Servicer Policies and Procedures Manual, the number of which is referenced at the top of this Agreement, and other related manuals ("the Manuals"). Authorized Servicer acknowledges that the terms, conditions and provisions set forth in the Manuals are a material part of this Agreement and that Independent Servicer shall comply with all the terms, conditions, and provisions stated in the Manuals. From time to time, upon written notice to Authorized Servicer, Nintendo may supplement and/or amend the Manuals as it deems appropriate in its sole discretion. At all times, Authorized Servicer shall comply with the terms and conditions stated in the Manuals, as those Manuals are supplemented and/or amended from time to time.

4.0 **No Assignment or Delegation:** Neither this Agreement nor any right, title, interest or obligation of Authorized Servicer under this agreement may be directly or indirectly assigned or otherwise transferred by Authorized Servicer without the prior consent of Nintendo, which consent may be withheld in Nintendo's sole discretion. Any unauthorized assignment or transfer shall be considered null and void and shall terminate this Agreement.

5.0 **Indemnification:** Authorized Servicer shall indemnify and hold Nintendo harmless from all claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, arising out of or relating to breach of this Agreement (including breach of any term or condition of the Manual) or which is based in whole or in part on any act or omission, whether negligent or otherwise, of Authorized Servicer or its employees or agents.

6.0 **Choice of Law:** This Agreement shall be governed by and construed under the laws of the state of Washington.

This agreement shall be effective upon the date of signature by Nintendo.

NINTENDO OF AMERICA INC.

By: James E Rushton

Its: DIRECTOR, FIELD SERVICE

Date: 11/9/90

AUTHORIZED SERVICER

AV ELECTRONICS
(Name)

By: QUANG TRAN

Its: Thanquang

Date: OTC 19 1990

SCHEDULE A
LISTING OF AUTHORIZED SERVICER LOCATIONS

1. AV Electronics
Location Name

12347 Florida Blvd
Street Address

Baton Rouge LA 70815
City, State, Zip

Quang Tran
Primary Contact

( ) 2-1251
Phone Number

2. _____
Location Name

_____
Street Address

_____
City, State, Zip

_____
Primary Contact

( ) _____
Phone Number

3. _____
Location Name

_____
Street Address

_____
City, State, Zip

_____
Primary Contact

( ) _____
Phone Number

4. _____
Location Name

_____
Street Address

_____
City, State, Zip

_____
Primary Contact

( ) _____
Phone Number